

1894-048 Chancery Causes: Knoxville Provision & Sugar Co] vs William C. Herndon & Co.
Lee Co.

Parsons, Woodward, Stapleton, Coffin, Pennington, Knoxville Trunk Co]

CA-Debt

T-Property

-Deed

To the Hon. H. S. K. Merison Judge of the Circuit Court
for Lee County Virginia:

Humbly complaining your orator
The Knoxville Provisional Light Company, a
corporation organized & existing under the laws
of the state of Tenn. respectfully represents unto
your honor that at his special instance & request
on the 30th day of October 1893 in the city
of Knoxville ~~the~~ it sold and delivered to
W. C. Merndon who was then in the mercan-
tile business in Lee Co. Va., a large
quantity of goods, wares & merchandise (an item-
ized statement of which is herewith filed
marked "Invoice" as a part of this bill
amounting in the whole to the sum of
\$93.80 which became due and payable on
Oct 30th 1893, that at his direction all
of said goods were shipped to said Merndon at Fen-
mington Gap. Va.; that at the time your orator
sold said Merndon said goods the records
of the County Court of Lee County Va. shown him
to be, and he represented himself to be the owner
in fee of a large quantity of unencumbered
land lying & being in Lee County in
the Pocket & Crook Orchard Country —
land conveyed to him by the heirs of
Charles Fenmington Decd, Larkin
Merndon & John B. Fenmington, Tobias
Hughes & wife & John C. Stapleton, and all
of which land he was in possession
of and using as his own. Copies of
said deeds are here filed marked "A", "B", "C".

Your arator will further show unto your
honor that all of said goods sold as aforesaid
to said Herndon, together with a large
number of cattle, the goods in his store
house and other goods purchased about
the same time from other wholesale
merchants were by him turned over to
his father Larkin Herndon and his
brother John P. Herndon, who are now
in possession of the power selling and dis-
posing of them; that said John P. Larkin
Herndon allege they bought ^{said} goods
and cattle on debts which said W.C. Her-
ndon owed them. Your arator denies that
this was a fair & honest transaction,
but it asserts that it was a transaction
made and entered into for the purpose
of hindering, delaying, & defrauding your
arator in the collection of its said debt,
and that said W.C. Herndon did not owe
said John P. Larkin Herndon or either
of them a sum sufficient to pay for
all of said goods and cattle.

Your arator will further show
unto your honor that said sum of
money is still unpaid and become
due and payable as aforesaid;
that a few days after ~~and~~ he transferred
said goods & cattle as aforesaid, said
W.C. Herndon absconded with the same and
is now a non-resident of this state;
that to your arator's surprise and sorrow,

1893, and David Parson lodged with
the clerk of the County Court for the County and
had the same recorded & duly signed by
said W.C. Skindon wife and acknowledged
on Mch. 14, 1893, conveying to the said
Parson in consideration of \$5000.00
in hand paid all of said Skindon's said
land except the Stopleton tract, and a
portion of the land conveyed him by
his father Larkin Skindon, & John B. Pen-
nington, on the 30th day of July 1889.
That at the time your complainant sold
and delivered said goods to said Skindon
they did not have any notice whatsoever
of the existence of this deed to said Parson;
and it is therefore advised that this con-
veyance as to it is void. A copy of
said deed from said Skindon wife to
said Parson is herewith filed marked
"X" and prayed to be considered as a fact
of this bill.

Your arator will further show
unto your honor that on Nov. 18, 1893
said W.C. Skindon executed a paper ac-
knowledging himself indebted to one
William Woodward in the sum
of \$675.00 which is a fund on its
face to be a lien upon the land of
said Skindon conveyed by John B.
Pennington & Larkin Skindon to him
on the day of 18 which
lies on the Southern side of the

North Fork of Pease's River This instrument was acknowledged and recorded on the 10th day of Nov. 1893. Your arator alleges that this line or to your arator is void because it was executed without any consideration deemed valuable in law.

The premises considered your arator is advised that said line of \$675⁰⁰ is void, likewise the said transaction between said W.C. Skendow, and John F. Larkin Skendow, and also the deed of March 14, 1893, not being recorded until after your arator's said debt was made and your arator not having any knowledge of the same is also void as to your arator whether it had a consideration or not.

While said deed from said Stapleton reserves a vendor's ^{lien} on the land conveyed by it, your arator is advised and swears that the same has long ago been fully paid and they further swear there are no other liens or claims upon said land, ^{than} those already mentioned herein and also that said land will not rent for a sum sufficient to pay said debt out of suit etc. in 5 years.

The prayer therefore of your arator is that H.C. Skendow, John F. Skendow, Larkin Skendow ^{and} Woodward, David Parson, and John C. Stapleton be made parties to this bill of complaint;

That they each be required to answer the several allegations on oath, that by virtue of the affidavit herewith filed & marked "Affidavit" made pursuant to § 2964 of the code of 1887 an attachment issue herein and be levied upon said Skindown effect and the same be held till further order of the court; That said John P. Larkin Skindown especially answer for what amount if any thing the said ~~John P. Larkin~~ Skindown owed them, when & where they got the money or other thing which they let the said W.C. Skindown have, whereby he became indebted to them, the date of each item of indebtedness, the number kind & value of said cattle, an itemized statement or an invoice of all the goods and chattels of every kind and the price they gave therefor, which was turned over to them or either of them by said W.C. Skindown. That David P. Parran, ^{especially} answer the true amount if any thing, he then paid on the land mentioned in said deed of March 14, 1893, when & where and from whom he obtained the money or other thing which he paid said Skindown on said land; How much if any thing he still owes on the same; That the said William Woodward will especially answer on oath when and for what said ^{W.C.} Skindown became indebted to him, the true amount thereof and when it became or will become due, & when

when & from whom he obtained the
money or other thing whereby said Skindon
became indebted to him; That on a final
hearing of the cause a judgment be given
your orator for said sum of money; That
said debt, lien & transfer of goods and
cattle be annulled and set aside, and that
enough thereof be sold to satisfy your or-
ator's claim & the costs of this suit; That
an order, that an order of publication be
made for H.C. Skindon as the law
requires in such case. And that
all other further & general relief be granted
your orator as the nature of his case
may require. May process issue &c.
And your orator will ever pray &c.

Penningtons Dror

p. 91

1st Janry. 1894
 Knoxville Provision Sugar Co
 v.s. } Bill in Chancery
 H. H. Merdau and others

1894 1st Janry Rules Bill filed 3 pa 2 on home debts &
 2nd Order Pub for non resident. D. Non home debts
 " 2 Janry Rules D. In for home debts confer
 " 1st Feby " Contd for ord Pub
 " 2nd " " Ord Pub complete & set for hearing by Plffs
 " June Term Decree & Contd

C	894
S	250
M P	250
Co C	575-
Printer	500
Atty	500
<hr/>	
	\$29.69

Defts Costs
 1.60

Guernseyton Bros P. & S.

OFFICERS:

R.S. HAZEN, Prest.
H. COFFIN, Secy & Treas.
ED. LOCKETT, Vice Prest.
H.C. BONDURANT, Genl Mgr.

We do not guarantee safe arrival of goods at their place of destination.
Goods are shipped and receipts taken in good order, after which they are at the risk of the purchaser.

Knoxville, Tenn., Oct 30 1893

M. W. Hurdon

BOUGHT OF

KNOXVILLE

PROVISION AND

SUGAR CO.

Cynthia Ky

Wholesale Dealers in

Meats, Lard and Sugars.

Shipped Via

1 Bbl #2 Sugar	336 #05 3/8	1806		
1 Cr. Sides	552 #10 1/8	5589		
1 Bbl #1	336 #05 1/2	1848		
			45	19288
				92
Knoxville Provision Sugar Co. H. Coffin Secy			93	80
			94	30

STATE OF TENNESSEE,
KNOX COUNTY,

to wit:

I, Graham Bogardus a Notary Public in and for said County and State, do certify that Nexter Coffin, Secy & Treas this day made oath before me that the foregoing account, amounting to \$ 94 30 is to the best of his knowledge and belief justly due and that he claims interest on the same from the 30th day of October 1893

Given under my hand this

2nd

day of

December

1893

Graham Bogardus

To the HoN. Wm.T.Miller ,Judge of the Coircuit Court ,For
Lee County:-

Humbly complaining your orator, the ~~Knoxville Trunk Company~~
~~Sugars~~ Knoxville Trunk Company, a corperation,organized under
the laws of the State x of Tennessee, and doing buisness in
Va. ,would respectfully represent unto your honor ,that heretofore
,to wit on the 19th day of March, 1893, at the special instance
and request of W.C.Herndon ,it sold and delivered unto him a
quantity of goods amounting to the sum of 13 dollars and 87 cents
which sum became due and payable ten days after date of the said
sale of the said goods, that the said sum is still due and payable
to your petitioner from the said Herndon ; that in a few days af-
ter he sold said Herndon said Goods , he fraudulently disposed
of his effects in the manner herein after set out, and absconded
the state and is now a non-resident thereof.

Your petitioner will furthuer show unto your honor that the
said Herndon before he left the state was engaged in the mercan-
tile buisness at Cynthia P.O. in Lee county and at the time your
petitioner sold said goods he was apparantly doing a prosperous
and paying buisness there;that on the da, heleft the country ,to
wit on the 10 th day of Nov., 1893 he made and executed a paper
wherein he acknowledged himself indebted to ond William Woodward
in the sum of \$675.00 and to secyre the payment of the same he
execyted a lien on a portion of his real estate lying in the
Craborchard Country in Lee County, and your Petitioner alleges that
said Lien and debt are all fraudulent and were made for the pur-
pose of hindering ,delaying and defrauding the creditors of the
said Herndon and especially your petitioner in the collection of
its debt.

Your petioner will furthuer show unto your honor that at the
time they sold and delivered thw said goods to the said Herndon, h
he was then in the possession of a large Quantity of land ,con-

sisting of several tracts which had been deeded to him by John B. Pennington ,John C. Stapleton ,T.P. Hughs and the heirs of Charles Pennington ded. and their vendees; that the records of tye County court of the said Counety of Lee showed him to be the owner of th same and he was then in the possession of the same usind and occupy ing it as his own, and your petitioners had no other thought than it was his own at the time he sold him said goods, that in a few days after he sold him said goods they were wonderfully surprised t o heat that the said Herndon had on the 14th day of March ,1893 made to ond David Parsons a de d to a large port tion of of his land ,and in fact the mosty valuble part of the land which the said Herndon owned;that your petioners allege that the said dex of March 14th was mde for the purpose of hindering delay ing nd defrauding the creditor of the in the collection of their debt and especially that of your petitioner;that said last named ded was made without a valuble consideration ;that the same is a volun tary conveyance and made for the purpose of hindering and delayid creditors; that the same was not put upon record by the said Par sons untill your petitioner had sold said goods to the said Hern don , and at the time ~~hit~~ sold said goods to him they believed him to be the owner of the the land which herepresented himself to be owner of .

Your petion er will furthur show unto your honor that in a few days after they sold said Herndon said goods he transfered all the goods he then had in his store house at the time and at the depot, a lot of hay several cattle , and in fact all the Per solal property he had at that time, a large am,ount of bonds notes and accounts to his brother John P. Herndon, without a considerr ation or at least any thin like a consideration equal ~~/~~ to the value of the said goods which he turned over to the said John P. Herndon; and that this transaction was made for the purpose of hin

dering , delaying and defraudi ng your petitioner in the collection of its said debt.

Your petitioners will furthur represent unto your Honor that th are now pending in your Honor's court against said Herndons said Parsons ans /said Woodward several suits ,the purpose of which is to have all of said conveyances, transactions and trensferes set aside and vacated; that the said suits at the March term, 1894 ,ordered to/ to be brought on to be heard together. The prayer therefore of your petitioner is that it be allowed to file in said caused this petition ; that they be allowed to be made a party to the same that full relief be granted them that it be given a judgement against the said Herndon for the ammount of its said debe and its cost in this suit expended. And your petitioner Will ever pray &c.

Pennington Brothers for

P

Petitioners.

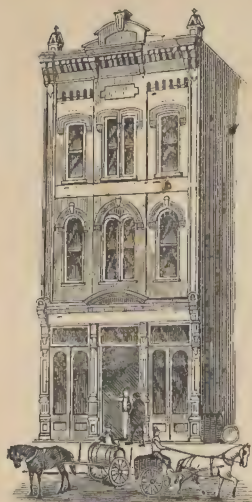
Knoxville Trunk Co.,

Vs.: Petition.

W.C. Herndon, et al.

Filed June 6th 1894
A.B. Munsey
Clerk

@ 65^{cts}



All payments must be made direct to the Firm, as our Agents are not authorized to collect without our written signature. All claims must be made within Five Days after receipt of Goods. All Goods shipped and released at risk of Consignee.

R. D. WHITTLE, Pres't and Gen. Manager.

O. L. WEST, Ass't Manager.

JNO. O. SEHORN, Sec'y.

Knoxville, Tenn. *March 19th 1893*
Mr W. C. Herndon Cynthia Va

Bought of KNOXVILLE TRUNK CO.,

—MANUFACTURERS AND JOBBERS OF—

Trunks, Traveling Bags, Sample Cases, Etc.

404 GAY STREET.

Factory 139, 141 and 143 York Avenue.

TERMS: *25% off 10 days*

No discounts allowed unless paid within time specified. AFTER THAT NET.

77	1/32	3.65-	1/34	3.95-
27	1/28	2.85-	1/30	3.15-

760
600

State of Tennessee, County of Knox.

Personally appeared before the undersigned, a Notary Public in and for said County, duly commissioned and sworn *O. L. West*

to me well known, and made oath in due form of law, that the within account against

W. C. Herndon Cynthia, Va.
 amounting to *Forty (\$40)* 37/100 Dollars,

is justly due *Knoxville Trunk Co*

of which firm he is *Asst Manager* after, the allowance of all credits

to which the said *W. C. Herndon* is entitled as

he verily believes.

[SEAL.]

Subscribed and sworn to before me this *19th* day
 of *March* 189*4*

O. L. West
W. C. Herndon
 Notary Public.

To the Honorable H.S.K. Morrison, Judge of the Circuit Court of Lee County, Virginia:

The separate answer and demurrer of John P. Herndon to a bill in chancery exhibited against him and others in this honorable court by the Knoxville Provision Company, a corporation organized and existing under and by virtue of the laws of Tennessee.

Respondent says that complainant's bill is not sufficient in law to call upon him to answer it in this honorable court, but that there is good cause of demurrer thereto, and he demurs accordingly, and prays judgement of his said demurrer &c. And not waiving said demurrer, but relying and insisting thereon, should other and further answer be required of him answering he says:

That he has filed his answer to a bill in chancery exhibited against him and others in this court by Powers Little & Co., he has also filed another answer to a bill in chancery exhibited against him and others in this court by Cowan McCune & Co., and he has also filed his answer to another bill in chancery exhibited against him and others in this court by Berry Gilliam & Co., all of which causes are still pending in this honorable court, and all have a common purpose with the bill filed by complainants, and all contain almost identically the same allegations except as to the amount claimed, and all are against identically the same persons. Respondent refers to said answers and adopts them as a part of his answer in this case, and asks that they may be treated as such. And now having answered said bill as fully as he is advised it is material he should answer, he prays to be hence dismissed with his costs &c.

Duncan H. Lyatt p. d.

*S. sworn to before me this the 5th day of March 1894
by John P. Herndon*

A. B. Munsey Clerk

W.C. Herndon et als.

Adsl. { Separate answer and
Denial of John P.
Herndon, one of the
Defendants.

Knoxville Provision Co.

Duncan & Hyatt, p.d.

Filed in open court March
the 9th 1894

A.B. Munsey Clerk

To the Honorable H.S.K.Morrison, Judge of the Circuit Court of Lee
County, Virginia:

The separate answer and demurrer of Larkin Herndon to a bill in ~~ch~~ chancery exhibited against him and others in this honorable court by the Knoxville Provision Company, a corporation organized and existing under and by virtue of the laws of Tennessee.

Respondent says that complainant's bill is not sufficient in law to call upon him to answer it is this honorable court, but that there is good cause of demurrer thereto, and he demurs accordingly, and prays judgement of his said demurrer &c. And not waiving said demurrer, but relying and insisting thereon, should other and further answer be required of him answering he says:

That he has filed his answer to a bill in chancery exhibited against him and others in this honorable court by Powers Little & Co., he has also filed his answer to another bill filed against him in this honorable court by Cowan McCounig & Co., and he has also filed his answer to another bill in chancery exhibited against him and others in this court by Berry Gilliam & Co, all of which causes are still pending in this honorable court, and all have a common purpose with the bill filed by complainant, and all contain almost identically the same allegations except as to the amount claimed, and all are against identically the same persons. Respondent refers to said answers and adopts them as a part of his answer in this case, and asks that they may be treated as such. And now having answered said bill as fully as he is advised it is material he should answer, he prays to be hence dismissed with his costs &c.

Sworn to before me, this the 5th day, March 1871
by Larkins & Gordon
A. B. Munsey CLK

W.C. Herndon & Hls.

Ads.

Separate answer and
Demurrer of Larkin
Herndon, one of the
Defendants.

Knoxville Provision Co.

Duncan & Hvatt, p.d.

*Filed in open court March
The 9th 1894*

A.B. Munsey clerk

Knoxville Provision & Sugar Co.

AGAINST

W. C. Herndon et al

To W. C. Herndon. Larkin Herndon, John P. Herndon Wm Woodward

David P. Parsons and John C. Stapleton

Take notice that on the 2nd day

of February 1894

at the office of

Henry Fenton our

County, State of

Tennessee

I will proceed to take the deposition of

H. C. Boudin-

to be read as evidence on behalf of

the Knoxville Provision & Sugar Com-
pany a corporation doing business and organized
under the laws of the State of Tennessee

in a certain suit in Equity

now pending in the Circuit Court of Lee

County, State of Virginia wherein said

Knoxville Provision & Sugar Co.

Plaintiff and you and each of you are Defendants And if from any

cause the taking of said depositions are not begun on that day, or being begun not complete, the same will be continued from day to day or from time to time and if desired from place to place, until the same are complete. You may attend and cross-examine if you wish.

1894

Very Respectfully,

Knoxville Provision & Sugar Co

per Pennington Bros
Counsel

Knowles Prov. & Lucas Co.

vs { Notice to Take
Depositions

Wm C. Harnden et al

Executed on Jan. 12th 1894
by delivering a copy of the
within notice to each
of the following named
persons, to wit: David P.
Parsons, Leuben Harnden
John P. Harnden, Wm
Hoodward and John E.
Stapleton; but not exe-
cuted as to W. C. Harnden.

W. M. Jennings

Jr. in County, to wit:

The foregoing return
signed by Wm. M. Jennings
was this day shown to before
me by him in my County and
for said return was
my hand this Jan 13th 1894

E. H. Jennings
Notary Public

Knorrville Provision Sugar Co

AGAINST

W. C. Herndon et al

To W. C. Herndon. Larkin Herndon. John P. Herndon Wm Woodward

David P. Parsors and John C. Stapleton

Take notice that on the 2nd day

of February 1894

at the office of Henry Hinton on

253 Gay Street in the city of Knoxville
County, State of Tennessee I will proceed to take the deposition of H. C. Bam-

ment and others
to be read as evidence on behalf of the Knorrville Provision Sugar Com-
pany a corporation organized & existing under the
laws of the State of Tennessee

in a certain suit in Equity now pending in the Circuit Court of Lee

County, State of Virginia wherein said Knorrville Provision Sugar Co is
Plaintiff and you and each of you are Defendants And if from any

cause the taking of said depositions are not begun on that day, or being begun not complete, the same will be
continued from day to day or from time to time and if desired from place to place, until the same are complete. You
may attend and cross-examine if you wish.

Jan 4th 1894

Very Respectfully,

Knorrville Provision Sugar Co

Per Cunningham Bros
Counsel

For
A. C. Menden

OFFICERS:

R.S. HAZEN, Prest.

ED. LOCKETT, Vice Prest.

H. COFFIN, Secy & Treas.

H.C. BONDURANT, Genl Mgr

We do not guarantee safe arrival of goods at their place of destination.
Goods are shipped and receipts taken in good order, after which they are at the risk of the purchaser.

(Invoice) Knoxville, Tenn., Oct 30 1893

M. W. C. Herndon

BOUGHT OF

KNOXVILLE

PROVISION AND
SUGAR CO

Cynthia Va

TERMS. 30 Days
or 1 per Cent off in 7 Days.

Wholesale Dealers in

Meats, Lard and Sugars.

Shipped Via

1	Bbl No 2 Sugar	336 ⁴ @ 5 ³ / ₈	18 06	
1	" No 1 "	336 @ 5 ¹ / ₂	18 48	
1	Crate Sides	55-2 " 10 ¹ / ₈	56 89	
		Dray	45	\$92 88

KNOXVILLE PROVISION & SUGAR CO.

vs

In Chancery.

Wm. C. Herndon et al.

The depositions of H. Coffin

taken before me, C. B. Tompkins,

a notary public, in and for said the county of Knox, and State of Tennessee, pursuant to notice hereto annexed, at the office of Henry. Fenton, ~~255~~, Gay street, in the city of Knoxville, in the said county and states on the 2nd day of February, 1894, between the hours of 7 A. M. and 8 P. M. of that day, to be read as evidence in behalf of the KNOXVILLE PROVISION & SUGAR CO in a certain suit in equity, depending in the Circuit Court of Lee county, Virginia, wherein Wm. C. Herndon, John. P. Herndon, Larkin Herndon, Wm. Woodward and David. P. Parsons are defendants, and said KNOXVILLE PROVISION & SUGAR CO. is plaintiff.

Present

for depts'

for plaintiff

The witness H. Coffin after being duly sworn deposes as follows to wit:
Ques. 1st Please give me your name, age residence and occupation.

Ans. H. Coffin 50 years old. reside in Knox County Tenn. Sec 1st Ward of the Knoxville Prov & Sugar Co

Ques. State whether or not W. C. Herndon is indebted to said plaintiff in any sum of money if so how much, for what, when made and when it was ^{or due} became due.

Ans. He is indebted to said plaintiff in the sum of Ninety two and 8/100 dollars for goods shown in an itemized statement herewith filed as part of this deposition, marked invoice, this sum of money became due November 30th 1893

Ques. What is your connection with said plaintiff.

Ans. I am Secretary & Treasurer thereof, it is a Corporation

Ques. Did you or ^{or said plaintiff} ~~with~~ at the time said goods were sold and delivered to said Sterndon have any knowledge of the existence of the deed mentioning said plaintiffs bearing dated March 14th 1893 whereby said Sterndon & wife conveyed a large portion of his real estate to one said P. Parsons.

Ans. No, sir. I did not then or at any time prior thereto, If I had have known of the existence thereof, I would not have sold him said goods, on credit. and further ~~this~~ deponent saith not.

H. Coffin

Tennessee.

County of Knox. to wit

I C. B. Tompkins a notary public for the county of
Knox in the said state do hereby certify that the fore-going
depositions of *H. Lee Hines*

were duly taken, sworn to, and subscribed before me at the time
and places and for the purpose therein mentioned.

Given under my hand and seal this *2nd* day of February 1894

C. B. Tompkins
Notary Public

Knotville Provision & Sugar Co

} Depositions
W. C. Herndon et al
Received by mail in great
February the 4th 1894 and
filed on Feb'y 5th 1894
A. B. Muncy Clerk

Given under my hand and seal this 4th of February 1894
and signed and for the witness Charles mentioned.
were duly taken, sworn to, and subscribed before me at the time
deposition of
Knox in the said cause of heresy orally first the Kate-Rojak
I O. B. Robbins a notary public for the county of
County of Knox. do at
Tennessee.

Virginia Lin County, to wit:-
The Hon E. W. Pennington against The
Knoxville Provision & Sugar Co, a corporation organized
and existing under the laws of the State of Tenn.

~~James G. Hays~~ plaintiffs in a certain cause in
Chancery now pending in the Circuit Court for
Lin County against W. C. Anderson et al
to recover a certain debt from said Anderson pro-
cessed before me A. G. Hyatt a notary
public in and for said County of Lin & State of Tenn. and
in my County aforesaid I made oath that 1st he
truly believes the said plaintiff's claim is just, & 2nd
that he believes the said plaintiff is entitled and
ought to recover at least in the said suit against
said Anderson ^{which became payed on Nov 3rd 1870} ^{\$174.30} with
interest from Oct 30th 1871 ^{3rd} that to

The best of the official belief the said W. C. Anderson
is not a resident of the State of Tenn. but has effected
in Lin Co. 4th that the said Anderson has converted, is con-
verting or is about to convert his property or some material
part thereof in to money securities and evidences of
debt with the intent to hinder, defraud & wrong his
creditors. 5th that said Anderson has absconded with
part of his estate to avoid & dispose of his prop-
erty or some part thereof with the intent to hin-
der, defraud & delay his creditors. & representing

I have under my hand this 27th day of Dec 1870
A. G. Hyatt
Not Pub. Sec. Q. N.

Knox vs. Thomas & Co

v.s. } Affidavit

W. C. Hudson

Filed Dec 7th 1894

A. B. Munsey clerk

The undersigned, ^{the} said ^{the} said William G. Johnson
 and the said William G. Johnson and Cynthia Johnson parties of
 the first part do hereby generally and irrevocably convey and
 release the following land to and for the use and benefit of
 the said above written. William G. Johnson (Jr.)

WILLIAM F. HARRISON (1801-1845)

$$(\gamma_1, \gamma_2, \gamma_3, \dots, \gamma_n) \in \Lambda(\mathfrak{g}(\mathbb{A}))$$

State of Virginia, County of Lee, to wit:

[illegible]

Report of the ...

11

Hard Rock Road, P.S. 2000.

[illegible]

Deed Book Book No. 20 page 100 .

THIS DEED of conveyance made the 20th day of February/ 1880
by and between Tobias Hughes and Martha Hughes and Peggie
Parsons of the first part ^{of the second part} all of the county of Lee and
state of Virginia and William C. Harrison of the county and
state aforesaid. Witnesseth that for and in consideration of
the sum of Eight Hundred dollars in hand paid the receipt of
which is hereby acknowledged the parties of the first part
do ~~by~~ bargain sell and convey unto ~~of~~ the parties of the second
part a ~~of~~ certain parcel or tract of land lying and being in the
county of Lee and state of Virginia situated on Raccoon Creek
about 1/2 mile of the North Fork of Powell's River being two hundred
acres be the same more or less and bounded as follows to wit
beginning at a point where Tobias Hughes now lives and adjoining the
land of Samuel Parsons James Guillemont James Lion and the
parties of the second part to have and to hold forever. And the
parties of the first ~~part~~ warrant specially the land here-
by conveyed. Witness the following signature and seal the day
and date above written.

Tobias Hughes
Tobias Hughes (seal)
Martha Hughes
Martha Hughes (seal)
Margaret R. Parsons
Margaret R. Parsons (seal)

Virginia Lee County do wit :

I, W. C. Parsons Justice of the peace for the aforesaid ~~of~~
county and state do certify that Tobias Hughes and Martha
Hughes his wife, and Peggie Parsons ~~above named~~ ^{bearing} are signed to a
foregoing deed ~~made~~ ^{made} — on the 20th day of February, 1880,
acknowledged the same before me in my ~~of~~ county and state
aforesaid to be their act and deed and does not wish to ~~retract~~

1
recorded it . Given under my hand and seal this the 10th day of
February 1880

F.M.Parsons J.P.

Virginia Lee county to wit : In the office of the clerk of the
said county May the 10th 1880 this deed was presented and
with its certiff leaves thereto annexed admitted to record

Test John R. Gibson Clerk.

A. W. Fennin
Virginia Lee county to wit :

This day R.I.Fennin con personally appeared be-
fore me R.W.Fennin con , a notary public in and for the said /p/
county and state aforesaid and made oath that he had copied
the foregoing deed from the records of the county court of
the county of file in the ~~proper~~ clerk's office of the said
county court and that the same is a true transcript from the
said records . Given under my hand this the ____ day of Feb.
1880.

_____.P.

A. C. Hudson

Trans Copy of Ad
Volias Hughes &c

Free for Copy, \$0.50

Deed Book No. 30, page 104.

This deed of conveyance made this 10th day of March 1890, and between John C. Pennington and ~~Patience~~ Pennington his wife, Ditch Pennington and Martha J. Robins and Mary A. Robins of the county of Lee and State of Virginia and Green B. Pennington and Susan H. H. H. of the county of Perry and State of Kentucky of the first part and William C. Garrison of the second part of the county of Lee and State of Virginia. Witnesseth that for and in ~~the~~ consideration of the sum of \$500.00 dollars in hand paid the receipt of which is hereby acknowledged the said parties of the first part do grant bargain in sell and convey unto the parties of the second part all of their right and title in the Charles Pennington tract of land lying and being in the county of Lee and State of Virginia on the waters of Jones Creek and bounded as follows to wit: Beginning at a beech and white oak on the east bank of needs creek thence ~~southwardly~~ ^{south} to a poplar thence to a white oak on the top of a ridge thence northwardly to a white oak on a flat thence ^{North} ~~westwardly~~ ^{westwardly} to a wagon road ^{thence} said road southwardly to beech ^{near} the mouth of the first hollow near the bank of Jones Creek and with said creek to ~~the mouth of said creek~~ to Joseph Marcums corner thence westwardly with the said Marcums line to the Charles Pennington line and with the said line to the Beginning. The parties of the first part do warrant generally the land hereby conveyed the parties of the second part to have and to hold forever. Witnesseth the following signature and seal this 10th day of March 1890

John C. Pennington (seal)

^{Pat} Patience Pennington (seal)

^{Mar} Martha J. Robins (seal)

^{Mark}

^{her}
Dinah Pennington (seal)

^{her}
Green B. Pennington (seal)

^{her}
Susan Pennington (seal)

^{her}
Mary A. Robins (seal)

State of Virginia, Lee County, to wit :

I, Frances M. Parsons a justice of the peace for the aforesaid county, and state do certify, that John C. Pennington and Patience Pennington his wife Martha J. Robins and Dinah Pennington whose names are signed to the foregoing deed bearing date on the 10th day of March 1890, acknowledged the same ^{for part of M.R.} in my county and state aforesaid to be their act and deed and as not right to retract it. Given under my hand and seal the day and date first above written.

F.M. Parsons J.P.

State of Kentucky, County of Perry

I, Ira J. Davidson clerk ^{of} the county court for the county and state aforesaid do certify, that the foregoing deed of conveyance from John Pennington to William C. Herndon was this day produced to me in the county aforesaid and acknowledged before me ~~by~~ ^{by} Green B. Pennington and Susan his wife to be their act and deed and the same is certified to the proper office for record. Given under my hand this 10th day of March 1890.

Ira J. Davidson clerk

By G. R. Cornett D.C.

State of Virginia, County of Lee, to wit :

I, F.M. Parsons, a justice of the peace for the county and state aforesaid do certify, that Mary A. Robins whose name is signed to the foregoing deed bearing date on the 10th day of March 1890, acknowledged the same before me in

in my court, and under / aforesaid to be for use and deed and
does not wish to be recorded to . Given under my hand the 7th day
of April 1890.

R. H. Parsons J.P.

Virginia Lee County to wit :

In the office of the clerk of the said county
May the 30th 1890 this deed was presented and with certificates
thereof annexed was admitted to record

To wit John R. Gibson Clerk .

Virginia Lee County to wit : *Teste R. H. Parsons J.P.*

This day R. L. Pennin, con personally appeared
before me in my capacity as a notary public in and for this county, and
aforesaid and made oath that he had copied the fore-
going deed from the records of the county court of the county
on file in the county clerk's office thereof, and that the
same is a true transcript thereof . Given under my hand this
the ____ day of February 1894.

____ R.P.

A. C. Henderson

Trans & copy of doc
J. C. Pennington R

For far copy \$0.75

Deed Book No. 10, page 112.

This deed made november the 20th 1889 By and between M.C. Parsons of the first Part and Craig Herndon of the 2^d second part both of the county of Lee and state of Virginia. Witness .s that the party of the first part both grant bargain sell and convey to the party of the 2^d second part his undivided interest in the late Pennington now deceased estate that he bought of Anderson Robins ^{and} wife ~~and~~ heirs ^{of} aforesaid ~~&~~ Charles Pennington for the sum of one hundred dollars in hand paid the receipt of which is hereby acknowledged. the aforesaid M.C. Parsons binds himself to warrant ^{and} the land hereby conveyed with all its appurtenances forever. Witness my hand and seal day and year first written M.C. Parsons (seal)

Virginia Lee County to wit: I, V.H. Kelly, notary public for the aforesaid county do certify that M.C. Parsons whose name is signed to the above deed bearing date Oct 20th 1889, personally appeared before me in my county aforesaid and acknowledged his signature to this deed to be correct for the purpose mentioned in the above deed. Given under my hand this Nov 20th 1889. V.H. Kelly, N.P.

Virginia Lee County to wit: In the office of the clerk of the said county May the 20th 1890, this deed was presented and with the certificate hereto annexed submitted to record.

A. C. Foster Notary Public
Virginia Lee County to wit: This day R.L. Pennington personally appeared before me ^{Notary Public} a notary public for the county and state aforesaid in my county aforesaid and made oath that he had copied the foregoing deed from the records of the county court of said county or file in the said court's clerk's office, and that the same is a true transcript therefrom.

This Feb. 1901.

N.P.

H. C. Sturndean

Trans & copy of deed

M. C. Parson

For Jar Copy
\$0.25-

"1112 100" "Journal 60 W10 :

I, John A. H. Webb com'r in ch. do hereby certify that John C. Chapman, whose name is signed to the foregoing deed, used March the 7th 1887 personally appeared before me in and said county and acknowledged said article, as the his own and deed.
Given under my hand this 2nd day of March 1887.

J. A. J. Hyatt, Cont. Ac.

Virginia Lee County, to wit:-----J, Jan. 1880. I, the Commissioner
of the Land Office, for the County of Lee, do hereby certify that the
wife of John F. Lee, whose name is signed to the
foregoing deed, is the same who, in 1871, personally appeared be-
fore me in the County of Lee and being, as was then as-
serted, and upon her husband and having, she then ex-
plained to her she declared she was the same person as was
then and is now known to the County of Lee. Given under my
hand and the seal of the County of Lee, this 1st day of

John A. B. ... in ... for ...

[illegible]

1. The first part of the book is a general introduction to the study of the history of the world, and is divided into two main sections: the first section deals with the history of the world from the beginning of time to the present, and the second section deals with the history of the world from the present to the future.

This is A.L.Fennell, not per sonally appearance before me
and every public in the for the county and states for the
which he had signed the foregoing and from the re-
ports of the county court of said county on file in the public
office of the said county court and that the same is a true
and correct transcript.

A.L.Fennell

11.5

H. C. Stinson

Trans. & Copy of Deed

John C. Stinson wife

~~~~~

Fair Copy

\$1.50



Deed Book No 20 ,page 132.

This Deed made ~~was~~ the 30th day of July 1869 between John B. Pennington of/ and Larkin Herndon of the <sup>Real</sup> ~~first~~ part and William C. Herndon of the <sup>Other</sup> ~~second~~ part. J. B. Pennington now a resident of Hawkins County Tennessee and the other named parties of Lee County Virginia. Witnesseth that in consideration of ~~the~~ <sup>whereof</sup> sum of \$50.00 fifty dollars in hand paid the receipt of which is hereby acknowledged the said John B. Pennington and Larkin Herndon do ~~grant~~ bargain and sell unto the said William C. Herndon a certain tract or parcel of land lying and being in the county of Lee and state of Virginia it being <sup>the same</sup> ~~a~~ part of ~~the~~ a tract of land assigned to John Pennington Sr by commissioners it being a part of the Mc Gradie Survey bounded as follows to wit: Beginning ~~at~~ the mouth of Jones Creek crossing the North Fork of Powers River southerly up the North Side of Stone Mountain with Partition line to the top of said mountain thence easterly with the top of same with the varying meanders thereof to the original Mc Gradie line and with line thereof northwardly to the ~~the~~ North Fork of Powers River thence Westwardly with the <sup>in run</sup> ~~the~~ <sup>various</sup> meanders thereof to the beginning. And the aforesaid John B. Pennington ~~and~~ and Larkin Herndon do covenant and agree with the said William C. Herndon to warrant generally the land hereby conveyed with all its appurtenances. Witness the following signatures and seals The number of acres not known but by ~~the~~ <sup>the</sup> boundary he will state more or less.

X John B. Pennington (seal)

Larkin Herndon (seal)

Virginia Lee County to wit:

I, John A. G. Hyatt clerk for the circuit for Lee County state aforesaid do hereby certify that John B. Pennington and Larkin Herndon whose names are signed to the foregoing deed bearing



Bearing date on the 30th ~~day~~ of July 1889 each personally  
appeared before me and acknowledged the same to be their act  
and deed for the purpose therein stated. Given under my hand  
this Sept 7th 1889.

J. A. M. Wyatt clerk.

Virginia Lee County, to wit: In the office of the clerk of  
~~the~~ <sup>Mar 6 1890</sup> said county, this deed was presented and with the  
certificate thereto appended and filed.

*Copy made by J. H. Gibson*  
Test John H. Gibson, Clerk.

Virginia Lee County to wit: Jas H. Pennington personally  
appeared before me a notary public in and for the county  
and swore aforesaid and made oath that he had copied the fore-  
going deed from the records of the county court of said county  
on file in the clerk's office of the said county court, and  
that the same is a true transcript from the said records. This  
Feb. \_\_\_\_ 1891.

\_\_\_\_\_  
N.P.



A.C. Newman

From { Copy of Dec 8

John B. Peckham

---

The far copy

\$0.50



This deed made this Dec also in the year of our lord

*A her husband by her own*  
1882 Feb 2nd between J. Robins and James Robins of the first part  
and William C. Hamilton ~~of the second part~~ and Cynthia Hamilton his  
wife of the second part of Lee and part of Virginia of the second part  
witness that for and in consideration of the sum of \$250 dollars  
in hand paid the receipt of is hereby acknowledged the said part  
of the first part to have been ~~conveyed~~ *Save* to the part of the second  
part of the first part of the right title and interest in the Charles Pen-  
nington tract and being in the said County of Lee and lying on the  
waters of Jones Creek and bounded as follows Beginning on a bench  
and with oak on the east bank of heads Creek near its mouth where  
southerly to a poplar on Jones Creek thence southerly to a white  
oak on the top of a ridge thence north westerly to a white oak  
on a flat thence north westerly to a white oak on road thence south  
westerly to a white oak on the north side of a ditch near the head of Jones  
Creek thence southerly with said creek to Joseph Williams corner  
then ~~on~~ southerly with said Williams line to the old mill  
thence on the north southerly back to the head of the creek and of  
the part of the first part to have been with the part of the  
second part that they will warrant generally and lawfully convey-  
ed witness the following signatures and seals

*JK*  
Signed at Lee County, T.S. Robins, Virginia County, Nicholas Hamilton  
Feb 22/80 Arvin Springs  
Witness W. Hamilton, Virginia County, *William Hamilton*  
Personally appeared before me S.A. Wilson a U.S. Justice of the Peace  
James H. Robins and his wife Rebecca Robins who well know each other  
and signed and acknowledged to me that they were the parties to the above  
in express and well forth and above and foregoing deed of  
conveyance of which they are the parties and that they will warrant  
don and give with this Feb 22/80

Witness S. Wilson, of the County of  
Lee and State of Virginia

Virginia Lee County, to wit:  
In the Office of the Clerk of the said County on the 20th day of Dec 1880  
this deed was presented and with the official seal and was  
was admitted to record

1880, Jan 11, 1881, Clerk.

*A Copy Teste, S.A. Wilson*







Knoxville Province TSC

45. In Chancey

H. C. Stinson

Copy of Dues

To

H. C. Stinson

From

John C. Pennington

Deeds

The far Copies

\$4.00

Received



In the Clerk's Office of the Circuit Court of the County of  
Lee on the 1st day of January 1894.

Knotville Provision and Sugar Co  
against

Plaintiff

In Chancery

W. C. Herndon et al

Defendants.

The object of this suit is to 1st is to set aside and annul the deed of W. C. Herndon  
his wife to David P. Parsons dated March 14th 1893; 2nd to set aside and annul  
declare void the deed made by W. C. Herndon & wife to Wm Woodward  
dated Nov 10th 1893; 3rd to annul the transfer of goods & chattels made by  
W. C. Herndon to John P. Larkin Herndon on or about Nov 10th 1893  
and 4th that judgment be given in favor of the Plffs against the Defendants  
for the amount mentioned in the bill & the same be satisfied  
out of said property thereby conveyed. And an affidavit having been made and filed that the defendant W. C. Herndon is

not a resident of the State of Virginia, it is ordered that he do appear here, within fifteen days  
after due publication hereof, and do what may be necessary to protect his interest in this suit. And  
it is further ordered that a copy hereof be published once a week for four weeks in the Lee County  
Republicans, and that a copy be posted at the front door of the court-house of this County  
on the first day of the next term of the County Court.

A copy—Teste:

Pennington Bros p. q.

A. B. Munsey Clerk.



Knotville Prov &amp; Sugar Co

vs.

}

ORDER OF  
PUBLICATION.

J. L. Herndon et al  
 vs. A. B. Munsey Clerk of the  
 Circuit Court of do certify  
 that I delivered to the  
 Lee County Republican  
 the within order on the  
 1st day of January 1894  
 for publication, and  
 posted a copy thereof at  
 the front door of the Court  
 house at the January Term  
 1894 of the County Court  
 A. B. Munsey clerk



The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon

William C. Munsey

James H. Munson  
David S. Parsons  
William Woodward and  
John A. Spletter

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held  
for the said Court on the 10<sup>th</sup> Monday in Jan, 1894, to

answer a bill in Chancery, exhibited against them in our said court by

the Leeville Provision Sugar  
Co. a corporation organized and  
existing under the laws of the  
state of New

And have then there this writ.

Witness, A. B. MUNSEY, Clerk of our said Court, at the

court-house, the

8

day of

Dec

1893, and in the

118

year of the Commonwealth.

A Copy Teste

A B Munsey

Clerk.

A B Munsey Clerk



Executed Dec., 1893 by delivering an office copy of the within subpoena in chancery and attachment to John P. Herndon, Larkin Herndon, John C. Stapleton, Wm. Woodward and David P. Parsons and not executed as to W. C. Herndon also by attaching on the following real estate of W. C. Herndon described as follows:

all of which lies in Lee Co., Va., is the Craborchard consisting of two tracts, the first of which is now in the hands of David P. Parsons and bounded as follows to-wit: Beginning at a stake on the North bank of the North Fork of Powell's river at the mouth of Reed's creek; thence eastwardly with the meanderings of the said river to the McCradia line, thence N. 38 W. --- po to a gum 2 chestnuts and a spanish oak corner to A. J. Baileys land, and with lines of same N. 24 W. 28 po, to a White oak and Chestnut, thence N. 35 W. 42 po, to 3 White oaks, thence N. with Parker's line to Jones creek, and with said creek to Joseph Marcum's corner, thence Southwardly with said Marcum line to A. K. DeBusk's corner, thence with his several lines and corners to Alfred Johnson's land formerly Samuel Parson's land, thence with his lines and corner to James Quillen's land, thence with his lines and corner to Mathew Zion land, thence with his lines and corner to Lawsons land thence with his lines and corner to the beginning. The 2nd of which tracts is now in the hands of Wm. Woodward, and embraces that land described in deed of July 20th 1889 of Larkin Herndon and John B. Pennington to said W. C. Herndon and which is recorded in Deed No 25-163.

vs.

**SUBPOENA  
IN CHANCERY.**

p. q.

To

Rules,

Circuit Court.

The proper affidavit having been made and filed the officer executing this summons is directed to attach the following real estate of W. C. Herndon, all of which lies in Lee Co., Va., in the Craborchard consisting of two tracts, the first of which is now in the hands of David P. Parsons and bounded as follows to-wit: Beginning at a stake on the North bank of the North Fork of Powell's river at the mouth of Reed's creek; thence eastwardly with the meanderings of the said river to the McCradia line, thence N. 38 W. --- po to a gum 2 chestnuts and a spanish oak corner to A. J. Baileys land, and with lines of same N. 24 W. 28 po, to a White oak and Chestnut, thence N. 35 W. 42 po, to 3 White oaks, thence N. with Parker's line to Jones creek, and with said creek to Joseph Marcum's corner, thence Southwardly with said Marcum line to A. K. DeBusk's corner, thence with his several lines and corners to Alfred Johnson's land formerly Samuel Parson's land, thence with his lines and corner to James Quillen's land, thence with his lines and corner to Mathew Zion land, thence with his lines and corner to Lawsons land thence with his lines and corner to the beginning. The 2nd of which tracts is now in the hands of Wm. Woodward, and embraces that land described in deed of July 20th 1889 of Larkin Herndon and John B. Pennington to said W. C. Herndon and which is recorded in Deed Book No 25-163.

*W B Pennington*



The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon

*William A. Munsey*  
*Frank H. Hurdon, John S.*  
*Hurdon, Louis P. Hurdon*  
*William Woodward, and*  
*John C. Stapleton*

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held  
for the said Court on the 10th Monday in June, 1894 to

answer a bill in Chancery exhibited against them in our said court by

*The Knoxville Provision & Sugar Co*  
*a corporation organized and*  
*existing under the laws of the*  
*State of Tennessee*

And have then there this writ.

Witness, A. B. MUNSEY, Clerk of our said Court, at the

court-house, the

11th

day of

Dec

1893, and in the

11th

year of the Commonwealth.

*A. B. Munsey*

Clerk.



Executed Dec., 1893 by delivering an office copy of the within subpoena in chancery and attachment to John P. Herndon, Larkin Herndon, John C. Stapleton, Wm. Woolward and David P. Parsons and not executed as to W. C. Herndon also by attaching on the following real estate of W. C. Herndon described as follows:

all of which lies in Lee Co., Va., in the Craborchard consisting of two tracts, the first of which is now in the hands of David P. Parsons and bounded as follows to-wit: Beginning at a stake on the North bank of the North Fork of Powell's river at the mouth of Reed's creek; thence eastwardly with the meanderings of the said river to the McCradia line, thence N. 38 W. --- po to a gum 2 chestnuts and a spanish oak corner to A. J. Bailey's land, and with lines of same N. 24 W. 28 po, to a White oak and Chestnut, thence N. 35 W. 42 po, to 3 White oaks, thence N. with Parker's line to Jones creek, and with said creek to Joseph Marcum's corner, thence Southwardly with said Marcum line to A. K. DeBusk's corner, thence with his several lines and corners to Alfred Johnson's land formerly Samuel Parson's land, thence with his line as an L corner of said Parson tract to James Quillen's land, thence with his lines and corner to Mathew Zion land, thence with his lines and corner to Lawsons land thence with his lines and corner to the beginning. The 2nd of which tracts is now in the hands of Wm. Woodard, and embraces that land described in deed of July 20th 1889 of Larkin Herndon and John B. Pennington to said W. C. Herndon and which is recorded in Deed No 25-163.

*L. C. Herndon, D. C. P.*

*Knoxville Provision & Sugar Co*

vs.

SUBPOENA  
IN CHANCERY.

*W. C. Herndon et als*

*Pennington Bros p. q.*

To *1st January* 1894 Rules,

Circuit Court.

The proper affidavit having been made and filed the officer executing this summons is directed to attach the following real estate of W. C. Herndon, all of which lies in Lee Co., Va., in the Craborchard consisting of two tracts, the first of which is now in the hands of David P. Parsons and bounded as follows to-wit: Beginning at a stake on the North bank of the North Fork of Powell's river at the mouth of Reed's creek; thence eastwardly with the meanderings of the said river to the McCradia line, thence N. 38 W. --- po to a gum 2 chestnuts and a spanish oak corner to A. J. Bailey's land, and with lines of same N. 24 W. 28 po, to a White oak and Chestnut, thence N. 35 W. 42 po, to 3 White oaks, thence N. with Parker's line to Jones creek, and with said creek to Joseph Marcum's corner, thence Southwardly with said Marcum line to A. K. DeBusk's corner, thence with his several lines and corners to Alfred Johnson's land formerly Samuel Parson's land, thence with his lines and corner of said Parson tract to James Quillen's land, thence with his lines and corner to Mathew Zion land, thence with his lines and corner to Lawsons land thence with his lines and corner to the beginning. The 2nd of which tracts is now in the hands of Wm. Woodard, and embraces that land described in deed of July 20th 1889 of Larkin Herndon and John B. Pennington to said W. C. Herndon and which is recorded in Deed Book No 25-163.

*J. B. Pennington Clerk*



